

## POLICYOWNER PROVISIONS

### A. Employer Coverage Under The Group Policy

The Group Policy is issued to the Policyowner. An employer must apply for coverage under the Group Policy and join the Standard Insurance Company Group Insurance Trust by submitting a completed application and agreeing to pay premiums. No insurance under the Group Policy is in effect until approved in writing by us.

### B. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

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The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

### D. Contributions From Members

The Employer determines the amount, if any, of each Member's contribution toward the cost of insurance.

### E. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyowner or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 31 days advance written notice to the Policyowner. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

### F. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyowner as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

### G. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following grace period of 31 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the grace period.

If the premium is not paid during the grace period, the Group Policy will terminate automatically at the end of the grace period.

The Policyowner is liable for premium for coverage during the grace period. We may charge interest at the legal rate for any premium which is not paid during the grace period, beginning with the first day after the grace period.

#### H. Termination For Other Reasons

The Policyowner may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyowner has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 31 days.

#### I. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyowner will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### J. Certificates

We will issue certificates to the Employer showing the Employer's coverage under the Group Policy. The Employer will distribute a certificate to each Insured Member. If the terms of the certificate differ from the Employer's coverage under the Group Policy, the latter will govern.

#### K. Records And Reports

The Policyowner or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Group Policy.

#### L. Agency And Release

Individuals selected by the Policyowner or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyowner, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. Each Employer hereby releases, holds harmless and indemnifies Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

#### M. Notice Of Suit

The Policyowner or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

N. Entire Contract, Changes

The Group Policy and the application of the Policyowner and Employer constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Group Policy when issued. A copy of the Employer's application is attached to the Statement Of Coverage.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyowner for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Employer for attachment to the Statement Of Coverage. No agent has authority to change the Group Policy or an Employer's coverage under the Group Policy or to waive any provisions thereof.

O. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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TRUST\_LTDP2000



## Long Term Disability Benefits Authorization to Obtain Information

Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.321.8400 Fax

I AUTHORIZE THESE PERSONS having any records or knowledge of me or my health:

- Any physician, medical practitioner or health care provider.
- Any hospital, clinic, pharmacy or other medical or medically related facility or association.
- Any insurance or annuity company.
- Any employer or plan sponsor.
- Any organization or entity administering a benefit program or an annuity program.
- Any educational, vocational or rehabilitational organization or program.
- Any consumer reporting agency, financial institution, accountant, or tax preparer.
- Any government agency (for example, Social Security Administration, Public Retirement System, Railroad Retirement Board, etc.)

### TO GIVE THIS INFORMATION:

- Charts, notes, x-rays, operative reports, lab and medication records and all other medical information about me, including medical history, diagnosis, testing and test results. Prognosis and treatment of any physical or mental condition, including:
  - Any disorder of the immune system, including HIV, Acquired Immune Deficiency Syndrome (AIDS) or other related syndromes or complexes.
  - Any communicable disease or disorder.
  - Any psychiatric or psychological condition, including test results, but excluding psychotherapy notes. Psychotherapy notes do not include a summary of diagnosis, functional status, the treatment plan, symptoms, prognosis and progress to date.
  - Any condition, treatment, or therapy related to substance abuse, including alcohol and drugs.
- and:
- Any non-medical information requested about me, including such things as education, employment history, earnings or finances, or eligibility for other benefits including retirement benefits and retirement plan contributions (for example, Social Security Administration, Public Retirement Systems, Railroad Retirement Board, claims status, benefit amounts and effective dates, etc.).

### TO STANDARD INSURANCE COMPANY.

- I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct the persons and organizations identified above to release and disclose my entire medical record without restriction. I understand that The Standard will use the information to determine my eligibility or entitlement for insurance benefits.
- I understand and agree that this authorization shall remain in force throughout the duration of my claim for benefits with The Standard. I understand that I have the right to refuse to sign this authorization and a right to revoke this authorization at any time by sending a written statement to The Standard, except to the extent it has been relied upon to disclose requested records. A revocation of the authorization, or the failure to sign the authorization, may impair The Standard's ability to evaluate or process my claim and may be a basis for denying my claim for benefits.
- I understand that in the course of conducting its business, The Standard may disclose to other parties information it has about me. The Standard may release this information about me to a reinsurer, a plan administrator, or any person performing business or legal services for The Standard in connection with my claim.
- I understand that The Standard complies with state and federal laws and regulations enacted to protect my privacy. I also understand that the information disclosed to The Standard pursuant to this authorization may be subject to redisclosure with my authorization or as otherwise permitted or required by law. (Disability coverage is not subject to the Privacy Rules of the Health Insurance Portability and Accountability Act (HIPAA) and therefore the release of information to The Standard is not protected under the Act.)
- I acknowledge that I have read the authorization and the state variations (if applicable) on page 7. A photocopy or facsimile of this authorization is as valid as the original and will be provided to me upon request.

Name (please print)

Signature of Claimant/Guardian/Representative

Social Security No.

Date

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## Long Term Disability Benefits Authorization to Obtain Information

Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.521.8400 Fax

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- Any insurance or annuity company.
- Any employer or plan sponsor.
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Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1195 Tel 503.321.8400 Fax

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## **Long Term Disability Benefits Authorization to Obtain Psychotherapy Notes**

Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.321.8400 Fax

Some states require us to provide the following information to you and to those persons and entities disclosing information about you:

### **FOR RESIDENTS OF MINNESOTA**

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### **FOR RESIDENTS OF NEW MEXICO**

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Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1195 Tel 503.321.8400 Fax

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RECEIVED  
APR 8 2005  
Employee Benefits Dept.

Name (please print)

Signature of Claimant/Guardian/Representative

Social Security No.

Date

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## **Long Term Disability Benefits Authorization to Obtain Psychotherapy Notes**

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### **FOR RESIDENTS OF NEW MEXICO**

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- I acknowledge that I have read the authorization and the state variations (if applicable) on page 7. A photocopy or facsimile of this authorization is as valid as the original and will be provided to me upon request.

Name (please print)

Patricia A. Broyles

Signature of Claimant/Guardian/Representative

Social Security No.

Date

351925378

11/28/05

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- I understand that in the course of conducting its business, The Standard may disclose to other parties information it has about me. The Standard may release this information about me to a reinsurer, a plan administrator, or any person performing business or legal services for The Standard in connection with my claim.
- I understand that The Standard complies with state and federal laws and regulations enacted to protect my privacy. I also understand that the information disclosed to The Standard pursuant to this authorization may be subject to redisclosure with my authorization or as otherwise permitted or required by law. (Disability Employee Benefit is not subject to the Privacy Rules of the Health Insurance Portability and Accountability Act (HIPAA) and therefore the release of information to The Standard is not protected under the Act.)
- I acknowledge that I have read the authorization and the state variations (if applicable) on page 7. A photocopy or facsimile of this authorization is as valid as the original and will be provided to me upon request.

Name (please print)

Patricia A. Boyles

Signature of Claimant/Guardian/Representative

Patricia A. Boyles

Social Security No.

351925378

Date

11/28/05

This Authorization is a two-page document. Please see page 7 for additional terms and information. Both pages are part of the Authorization.



## Long Term Disability Benefits Authorization to Obtain Information

Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.321.8400 Fax

Some states require us to provide the following information to you and to those persons and entities disclosing information about you:

### FOR RESIDENTS OF MINNESOTA

This authorization excludes the release of information about HBV (Hepatitis B Virus), HCV (Hepatitis C Virus), or HIV (Human Immunodeficiency Virus) tests which were administered (1) to a criminal offender or crime victim as a result of a crime that was reported to the police; (2) to a patient who received the services of emergency medical services personnel at a hospital or medical care facility; (3) to emergency medical personnel who were tested as a result of performing emergency medical services. The term "emergency medical personnel" includes individuals employed to provide pre-hospital emergency services; licensed police officers, firefighters, paramedics, emergency medical technicians, licensed nurses, rescue squad personnel, or to other individuals who serve as volunteers of an ambulance service who provide emergency medical services; crime lab personnel, correctional guards, including security guards, at the Minnesota security hospital, who experience a significant exposure to an inmate who is transported to a facility for emergency medical care; and other persons who render emergency care or assistance at the scene of an emergency, or while an injured person is being transported to receive medical care and who would qualify for immunity under the good samaritan law.

### FOR RESIDENTS OF NEW MEXICO

Confidential Abuse Information means information about acts of domestic abuse or abuse status, the work or home address or telephone number of a victim of domestic abuse or the status of an applicant or insured as a family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close personal, family or abuse-related counseling relationship. For additional information about the treatment of confidential abuse information, see accompanying Notice of Confidential Abuse Information Practices. With respect to confidential abuse information, I may revoke this authorization in writing, effective ten days after receipt by The Standard, and I understand that doing so may result in a claim being denied or may adversely affect a pending insurance action.





## Long Term Disability Benefits Authorization to Obtain Psychotherapy Notes

Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.321.8400 Fax

I AUTHORIZE THESE PERSONS having any records or knowledge of me or my health:

- Any physician, medical practitioner or health care provider; and
- Any hospital, clinic, or other medical or medically related facility or association.

### TO GIVE THIS INFORMATION:

Notes recorded by a health care provider who is a mental health professional documenting or analyzing the contents of conversation(s) during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of my medical record.

### TO STANDARD INSURANCE COMPANY.

- I acknowledge that any agreements I have made to restrict my protected health information do not apply to this authorization and I instruct the persons and organizations identified above to release and disclose my entire medical record without restriction. I understand that The Standard will use the information to determine my eligibility or entitlement for insurance benefits.
- I understand and agree that this authorization shall remain in force throughout the duration of my claim for benefits with The Standard. I understand that I have the right to refuse to sign this authorization and a right to revoke this authorization at any time by sending a written statement to The Standard, except to the extent it has been relied upon to disclose requested records. A revocation of the authorization, or the failure to sign the authorization, may impair The Standard's ability to evaluate or process my claim and may be a basis for denying my claim for benefits.
- I understand that in the course of conducting its business, The Standard may disclose to other parties information it has about me. The Standard may release this information about me to a reinsurer, a plan administrator, or any person performing business or legal services for The Standard in connection with my claim.
- I understand that The Standard complies with state and federal laws and regulations enacted to protect my privacy. I also understand that the information disclosed to The Standard pursuant to this authorization may be subject to redisclosure with my authorization or as otherwise permitted or required by law. (Disability coverage is not subject to the Privacy Rules of the Health Insurance Portability and Accountability Act (HIPAA) and therefore the release of information to The Standard is not protected under the Act.)
- I acknowledge that I have read the authorization and the state variations (if applicable) on page 9. A photocopy or facsimile of this authorization is as valid as the original and will be provided to me upon request.

RECEIVED  
Nov 5 11 2005  
Employee Benefits Dept

Name (please print)

Patricia A. Bryles

Social Security No.

557925378

Signature of Claimant/Guardian/Representative

Patricia A. Bryles

Date

11/28/05

This Authorization is a two-page document. Please see page 9 for additional terms and information. Both pages are part of the Authorization.

\* NOTE: No psychotherapy applies

(B)



## Long Term Disability Benefits Authorization to Obtain Psychotherapy Notes

Standard Insurance Company, Employee Benefits Department  
PO Box 2800 Portland OR 97208-2800 800.368.1135 Tel 503.321.8400 Fax

Some states require us to provide the following information to you and to those persons and entities disclosing information about you:

### FOR RESIDENTS OF MINNESOTA

This authorization excludes the release of information about HBV (Hepatitis B Virus), HCV (Hepatitis C Virus), or HIV (Human Immunodeficiency Virus) tests which were administered (1) to a criminal offender or crime victim as a result of a crime that was reported to the police; (2) to a patient who received the services of emergency medical services personnel at a hospital or medical care facility; (3) to emergency medical personnel who were tested as a result of performing emergency medical services. The term "emergency medical personnel" includes individuals employed to provide pre-hospital emergency services; licensed police officers, firefighters, paramedics, emergency medical technicians, licensed nurses, rescue squad personnel, or to other individuals who serve as volunteers of an ambulance service who provide emergency medical services; crime lab personnel, correctional guards, including security guards, at the Minnesota security hospital, who experience a significant exposure to an inmate who is transported to a facility for emergency medical care; and other persons who render emergency care or assistance at the scene of an emergency, or while an injured person is being transported to receive medical care and who would qualify for immunity under the good samaritan law.

### FOR RESIDENTS OF NEW MEXICO

Confidential Abuse Information means information about acts of domestic abuse or abuse status, the work or home address or telephone number of a victim of domestic abuse or the status of an applicant or insured as a family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close personal, family or abuse-related counseling relationship. For additional information about the treatment of confidential abuse information, see accompanying Notice of Confidential Abuse Information Practices. With respect to confidential abuse information, I may revoke this authorization in writing, effective ten days after receipt by The Standard, and I understand that doing so may result in a claim being denied or may adversely affect a pending insurance action.

## REQUEST TO UPDATE SRI CLAIM DATA

Claimant's Name: PATRICIA A BROYLESSSN: 557-92-5378

Main Claim #	Type	Status	Special Status	Last Activity Date
00375832	LTD	Closed		4/16/2007

Claim #	Type	Status	Special Status	Last Activity Date
00299162	LT	Closed		11/28/2005

## For Closed LTD only:

☒ No Pending Diary Events ☒ No Active WaiverOverpayment: ☒ No ☐ Yes, Reason:ASO ☒ No  
☐ Yes

Comments:

Processed By	Department / Team	Date
Karina Sanchez Petty ext.6583	C9A / B Team	4/26/2007

Rec'd in Center Records  
SRI REGISTERED4-27-07  
(Date)

Name

Patricia Bayler

Claim No.

190375832**Checklist**Correspondence  
Mailed:

Contract 2000	<u>Yes/No</u>	
ALB/HAB	<u>Yes/No</u>	
Subrogation	<u>Yes/No</u>	
RTW Responsibility	<u>Yes/No</u>	%
Mandatory Rehab	<u>Yes/No</u>	

Repay. Agreement	Sent	Rec'd
ETE	Sent	Rec'd
SS: 1 <sup>st</sup> App	App Date	Denial
Recon	App Date	Denial
Hearing	App Date	Denial

OFFSETS	Amount	Effective Date	On System
SS: Primary			
Spouse			
Dependent			
State Disability			
WC: Temp			
Perm			
Rehab			
Lien			
PERS: Disability			
Service			
Sick Leave			
Other			

Est of overpayment letters scheduled:

OWN OCCUPATION	Title:	
	Strength per Voc:	
REHAB RTW DATE:		
OWN OCC. PD	Warned	Decision
LIMITED PAY PDS:		
Type:	Warned	Decision
Type:	Warned	Decision
MBP	Warned	Decision

FIT	Rate/Am	
SIT	Rate/Am	
OTHER		

CLI	Approved?	Yes/No
EPIC/ProClaim Chged?		Yes/No

PLAN:

**CLAIM MANAGEMENT PLAN****OUTCOME:**

Documentation in the file indicates claimant is Expected to:

Recover, if yes, when \_\_\_\_\_ Was closure letter sent? Y/N

Return to work; own occ/any occ (circle one)

Other \_\_\_\_\_

**PROFILE:****MEDICAL:**

DURATION OF IMPAIRMENT/REEVALUATION DATE: \_\_\_\_\_

**VOC:****OFFSETS:****LIMITS:****SPECIFIC OBJECTIVES:**

DIARY POSTED? COMPLETED?

**APPROVER COMMENTS:**

RTD MRD Scheduled?

THIS PLAN COVERS THE PRESENT THROUGH \_\_\_\_\_

RESERVES: ACCURATE? \_\_\_\_\_

NEED UPDATING ON \_\_\_\_\_ DUE TO \_\_\_\_\_

ANALYST \_\_\_\_\_

DATE \_\_\_\_\_

APPROVER \_\_\_\_\_

DATE \_\_\_\_\_

## PROCLAIM

REPORT: 375-SI-01

STANDARD INSURANCE COMPANY  
CLAIM OVERVIEW

RUN DATE: 03/30/2006

SER: BBBSTEED

CLAIM: 00375832

BASE CLAIM:

\*\*\*\*\*

## MEMBER

PATRICIA A BROYLES  
3321 ANITA CTID: 557925378 DOB: 11/15/1953  
SEX: F YOUNGEST CHILD  
LAST GRADE: 12 DOB: 00/0000  
OCC CODE: 249 HIRE: 01/12/1999  
CLERICAL OCCUPATIONS, MISCELLANEOUS, NEC

NAPA

CA 94558

(707) 252-9258

\*\*\*\*\*

ALTERNATE PAYEE/PROVIDER

PROVIDER:

( ) -

\*\*\*\*\*  
CLAIM

STATUS: D REASON: M SALARY: 3,306.80 GROSS BENEFIT: 1,984.08

OCC/NON-OCC: N DIAGNOSIS: 845 ANKLE CAUSE: A ER CONT%: 100.00  
DIAGNOSIS: TYPE: ALDW: 09/14/2005 IPV: 12/01/2004 DIS DT: 09/15/2005 DIS DATE AGE: 000  
BEN FR: 00/00/0000 BEN TO: 00/00/0000 OWN-OCC: 00/00/0000 SDR: 000  
RTW: 00/00/0000 CLOSED: 03/30/2006 COLA RVW: 00/00/0000  
RELATED CLAIM: BILLING DIV: 01 INSURANCE EFF DATE: 11/01/2001  
AHAB RTW DATE:\*\*\*\*\*  
BENEFIT STRUCTUREGROUP: 10037483  
AUL CORPORATION  
ATTN ANNA SUESENS  
1000 MAIN ST STE 200NAPA  
(707) 257-9700

CA 91559

PROD: LT TYPE: LT  
CONTRACT: 623691  
EFF DATE: 01/01/2000  
LMT DATE: 12/31/2099  
CLASS: 01  
C POLICY - ALL MBRS  
EVIDENCE REQD: NMAX BNFT AMT: 6,000.00  
MIN BNFT AMT: 0.00  
LEVEL 1: 60.00 OF 99,999  
LEVEL 2: 0.00 OF 0  
LEVEL 3: 0.00 OF 0  
ELIMINATION PERIOD: 090 DAYSELIG WAITING PERIOD: D 090  
RTW LANGUAGE: R  
CONTRIBUTORY: N  
OFFSETS:  
SS: Y DI: PR: ST:  
PV:



PATRICIA A BROYLES  
3321 ANITA CT  
NAPA CA 94558

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PATRICIA A BROYLES  
3321 ANITA CT  
NAPA CA 94558

PROCLAIM  
REPORT: 375-SI-01

STANDARD INSURANCE COMPANY  
CLAIM OVERVIEW

RUN DATE: 12/19/2005

USER: BBBSTEED

CLAIM: 00375832

BASE CLAIM:

\*\*\*\*\*  
MEMBER

PATRICIA A BROYLES  
3321 ANITA CT

ID: 557925378 DOB: 11/15/1953  
SEX: F YOUNGEST CHILD  
LAST GRADE: 12 DOB: 00/0000  
OCC CODE: 249 HIRE: 01/12/1999  
CLERICAL OCCUPATIONS, MISCELLANEOUS, NEC

NAPA CA 94558

(707) 252-9258

\*\*\*\*\*  
ALTERNATE PAYEE/PROVIDER PROVIDER:

( ) -  
\*\*\*\*\*  
CLAIM

STATUS: P REASON: N SALARY: 3,306.80 GROSS BENEFIT: 1,984.08

OCC/NON-OCC: N DIAGNOSIS: 845 ANKLE CAUSE: A ER CONT%: 100.00  
DIAGNOSIS: TYPE : A

LDW: 09/14/2005 IPV: 12/01/2004 DIS DT: 09/15/2005 DIS DATE AGE: 051  
BEN FR: 12/14/2005 BEN TO: 11/14/2018 OWN-OCC: 12/13/2007 SDR: 000  
RTW: 00/00/0000 CLOSED: 00/00/0000 COLA RVW: 00/00/0000  
ELATED CLAIM: BILLING DIV: 01 INSURANCE EFF DATE: 11/01/2001

REHAB RTW DATE:

\*\*\*\*\*  
BENEFIT STRUCTURE

GROUP: 10037483  
AUL CORPORATION  
ATTN ANNA SUESSENS  
1000 MAIN ST STE 200

NAPA CA 91559  
(707) 257-9700

PROD: LT TYPE: LT  
CONTRACT: 623691  
EFF DATE: 01/01/2000  
LMT DATE: 12/31/2099  
CLASS: 01  
C POLICY - ALL MBRS  
EVIDENCE REQD: N

MAX BNFT AMT: 6,000.00  
MIN BNFT AMT: 100.00  
LEVEL 1: 60.00 OF 99,999  
LEVEL 2: 0.00 OF 0  
LEVEL 3: 0.00 OF 0  
ELIMINATION PERIOD: 090 DAYS

ELIG WAITING PERIOD: D 090  
RTW LANGUAGE: R  
CONTRIBUTORY: N  
OFFSETS:  
SS: Y DI: PR: ST:  
PV:

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA

CA 94558

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA  
CA 94558

## Processor's New Claim Set Up Checklist

Claimant: Patricia BraylesHired: 7/16/01 Insurance Effective Date: 11/1/01 Policy Effective Date: 1/1/00

- ☒ Does claimant appear to be a member? ☒ Yes ☐ No
- ☒ Complete New Claim Record ☒ Print DOL spreadsheet
- ☒ Business Objects / Access  
☒ Division paid ☒ Contract Changes - Member Information ☒ Other Assoc. Contracts?  
☒ No recent amendments ☐ Last amendment \_\_\_\_/\_\_\_\_/\_\_\_\_ Regarding \_\_\_\_  
☒ Verify db screen matches contract ☐ If needed, Proclaim updated?
- ☒ Policy terminated \_\_\_\_/\_\_\_\_/\_\_\_\_ ☒ Analyst Shannon Teed
- ☒ Proclaim ☒ Member Maintenance - Verify information entered, input eligibility, D4, class, and insurance eff. date  
☒ LT Screen - completed missing information, change status and reason codes, check CLI status  
☒ DQ- Diary Inquiry - detain old diary events
- ☒ Intake Calls - Call Employee to acknowledge receipt of claim forms completed 12/5/05  
- Call Employee to notify of claim assignment to analyst 12/19/05  
- Request any missing information on claim forms. ☐ Completed ☐ N/A
- ☐ Order contract/desk copy ☐ Update desk copy
- ☒ HIPPA compliant auth? Signed within last 90 days? -Copy 3X ☒ Psychiatric Auth -if necessary.
- ☒ Copy LT Contract ☒ Copy Life Contract-if applicable ☐ Contract not copied at this time
- ☐ Copy of actual contract provided to analyst -or- ☐ Contract checked out to \_\_\_\_\_
- ☒ Mark sections on tabs ☒ Request copy of Workers' Compensation file-if applicable
- ☐ Request evidence file ☒ Not applicable
- ☒ Complete "Additional Information Request" form. (SI 4148)  
☒ Enrollment Card ☒ Job Description ☐ Other \_\_\_\_\_  
☐ W-2 for the year prior to disability and monthly payroll records from January of disability year to the present
- ☒ Draft letter for analyst on age related denials for life waiver claims. Letter must be in analyst's name and decision reviewed and approved by senior analyst.
- ☒ Load diary events FS PL CC & CD NC RV
- ☒ Log claim in assignment book and add tally to claims assignment sheet

LONG TERM DISABILITY  
NEW CLAIM RECORD

CLAIM ID:

375832

CONTRACT # 623691GROUP ID # 10037483CLAIM TYPE LT  
(LT, IP, DI, BE, IH, EP, etc.)

Admin Unit # \_\_\_\_\_

Tax Unit # \_\_\_\_\_

MEMBER NAME: Patricia Ann BoylesSS # 557-92-5378Set up by Karen Velthamp Received Date 11/30/05 Out 12/19/05Reviewed by Mannon Teed Received Date 12/19/05 Out \_\_\_\_\_

Approved by \_\_\_\_\_ Received Date \_\_\_\_\_ Out \_\_\_\_\_

Approved date \_\_\_\_\_ OR Denied date \_\_\_\_\_

Initial Claim Decision Reconsideration: Approved by \_\_\_\_\_

Approved date \_\_\_\_\_ OR Denied date \_\_\_\_\_

Policyowner Contact AVL Corporation Phone No. ( ) \_\_\_\_\_Group Representative R. E. L. Group Office San Francisco

Prior Claims \_\_\_\_\_ Date requested from GRIS \_\_\_\_\_

Evidence file ordered? ☐ Yes ☐ NoLife Insurance? ☒ Yes ☐ NoCLI? ☒ Yes ☐ NoPremium paid through 12-31-05 / ASO \_\_\_\_\_ER Contribution % 100Cafeteria Plan? ☐ Yes ☐ NoBuy-up Plan? ☐ Yes ☐ NoSUFFIX (On LTD processing screen "Div" FIELD) 0001LTD conversion in plan? ☐ Yes ☐ NoReceived certificate? ☐ Yes ☒ No Brochure? ☐ Yes ☒ No SPD? ☐ Yes ☐ NoPre-ex period \_\_\_\_\_ / Applicable ☐ Yes ☐ NoIPG yes - type \_\_\_\_\_ no Indexed? ☐ Yes ☐ No

Diary events added \_\_\_\_\_

Order overview report \_\_\_\_\_

SI 6025

Cs 01

Bill L

(3/04)

STND1149-00065



**DIVISION AND BENEFIT DETAILS**

Page 1 of 1

**A.U.L. CORPORATION****Group ID** 10037483**Policy Number** 623691**Billing Division** 0001 **A U L CORPORATION**

<b>Div. Status Code</b>	A	<b>Due Date Last Bill Date</b>	12/01/2005
<b>Billing Type Code</b>	L	<b>End Date Last Bill Date</b>	12/31/2005
<b>Bills/Year</b>	12	<b>Due Date Last Paid Date</b>	12/01/2005
<b>Grace Period Days</b>	31	<b>Last Approved Date</b>	
<b>BD ORIG EFF Date</b>	02/01/1996	<b>BD Term Date</b>	

<b>Producer ID</b>	0000023542
<b>Producer Name</b>	CARBONE, STEPHEN LOUIS

<b>Bnft Title CD</b>	<b>Bnft Title Descrip.</b>	<b>Bnft Plan ID</b>	<b>Bnft Plan Descrip.</b>	<b>Billing Class ID</b>	<b>Billing Class Description</b>
1A	BASIC LIFE	F50	FLAT 50K	0100	ALL EES
1B	BASIC ACCIDENTAL DEATH & DISMEMBERMENT	F50	FLAT 50K AD&D	0100	ALL EES
3A	LONG TERM DISABILITY	60%	LTD 60% BENEFIT	0100	ALL EES

Current User: kvettkam

Last Refresh Time: 12/19/05 9:17:08 AM

STND1149-00064

**Member Census**

Page 1 of 3

**Policy Number** 623691**Billing Division ID** 0001

Member ID	Member Status Code	Member Name	Member Original Effective	Member Term Date	Member Reinstatement Date
-----------	--------------------	-------------	---------------------------	------------------	---------------------------

557925378	A	BROYLES, PATTI	19990101	08/01/2001	04/01/2005
-----------	---	----------------	----------	------------	------------

**REDACTED****Current User:** kvellkam**Last Refresh Time:** 12/19/05 9:17:08 AM

STND1149-00063

**Member Census**

Page 2 of 3

Member ID	Member Status Code	Member Name	Member Original Effective	Member Term Date	Member Reinstatement Date
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REDACTED

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Current User: kvltkam

Last Refresh Time: 12/19/05 9:17:08 AM

STND1149-00062

(2)

## Proclaim Data Maintenance

Date Submitted: 12-1-05Requested By: Karen Hutchamp Route Code: C9A Ext: 6490☒ SIC ☐ NC ☐ VI ☐ YC ☐ NMMember Name/Claim No.: Patricia Boyles Disability Date: 9-14-05Group ID: 10037483 Group Name: AIL CorporationContract: 623691☒ Not on System, please loadAdd Coverage: ☐ ST ☒ LT ☐ LIFE Add: ☐ Admin Unit ☐ Tax Unit  
☐ SDI ☐ SDI Enhanced (complete worksheet)☐ Amendment: Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_☐ Address Change: ☐ GR ☐ Admin Unit Code: \_\_\_\_\_ ☐ Tax Unit Code: \_\_\_\_\_☐ Other: (please specify) \_\_\_\_\_

## Address For:

☒ GR Record ☐ Admin Unit ☐ Tax Unit

Code: \_\_\_\_\_ Code: \_\_\_\_\_

Contract Name: AIL CorporationAttn/Addr 1: Ana SuesensAddr 2: 1000 Main St Ste 200

Addr 3: \_\_\_\_\_

City: NapaSt/Zip: CA, 91559Phone: (707) 257-9700Tax ID: 68-0300949

## For AU records in addition to those at left:

☐ Admin Unit ☐ Tax Unit

Code: \_\_\_\_\_ Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

(\_\_\_\_\_)\_\_\_\_\_

\_\_\_\_\_

## Required for New Loads:

Daily FICA report and DIR to: ☐ Group ☐ Tax UnitMonthly activity (140) report to: ☐ Group ☐ Admin Unit<STD Only> Checks to: ☐ Member ☐ Group  
☐ Admin Unit ☐ Tax Unit

## ROL Web Names:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

System maintenance received: DEC 01 2005 Completed: DEC 02 2005 By: UO

## Proclaim Data Maintenance

Date Submitted: 12-1-05Requested By: Karen Tubkamp Route Code: C9A Ext: 6490☒ SIC ☐ NC ☐ YI ☐ YC ☐ NMMember Name/Claim No.: Patricia Broyles Disability Date: 9-14-05Group ID: 10037483 Group Name: ALL CorporationContract: 623691☒ Not on System, please loadAdd Coverage: ☐ ST ☒ LT ☐ LIFE Add: ☐ Admin Unit ☐ Tax Unit  
☐ SDI ☐ SDI Enhanced (complete worksheet)☐ Amendment: Number(s) \_\_\_\_\_☐ Address Change: ☐ GR ☐ Admin Unit Code: \_\_\_\_\_ ☐ Tax Unit Code: \_\_\_\_\_☐ Other: (please specify) \_\_\_\_\_

## Address For:

☒ GR Record ☐ Admin Unit ☐ Tax Unit

Code: \_\_\_\_\_ Code: \_\_\_\_\_

Contract Name: ALL CorporationAttn/Addr 1: Anna SuesensAddr 2: 1000 Main St Ste 200

Addr 3: \_\_\_\_\_

City: NapaSt/Zip: CA, 91559Phone: (707) 257-9700Tax ID: 68-0300949

## For AU records in addition to those at left:

☐ Admin Unit ☐ Tax Unit

Code: \_\_\_\_\_ Code: \_\_\_\_\_

## Required for New Loads:

Daily FICA report and DIR to: ☐ Group ☐ Tax UnitMonthly activity (140) report to: ☐ Group ☐ Admin Unit<STD Only> Checks to: ☐ Member ☐ Group  
☐ Admin Unit ☐ Tax Unit

## ROL Web Names:

System maintenance received: \_\_\_\_\_ Completed: \_\_\_\_\_ By: \_\_\_\_\_



CI: SI GROUP: 10037483 CLAIM INQUIRY - REFERENCE SCREEN  
 ME ID: 557925378 PATRICIA A BROYLES K-NAME: AUL CORPORATION  
 REF CLAIM SEG S/R CONTRACT PROD CS DIS DATE CHECK PAID DT USER ST  
 001 00375832 000 D M 623691 LT 01 09/15/05 / / BBBGCHAN 99

ENTER "R" IN WINDOW ID AND REF LINE NUMBER IN WINDOW FOR DETAIL SCREEN  
 WINDOW ID: C WINDOW: 00375832  
 END OF DATA FOR ID ENTERED

-----

CI: SI GROUP: 10037483 CLAIM INQUIRY - DETAIL SCREEN 1, REF=001  
 CONTRACT NAME: AUL CORPORATION SVCS: LIST BILL:  
 CL: 00375832 000 ME: 557925378 STAT: D REAS: M CLTY: LT CN: 623691 CS: 01  
 USER: BBBGCHAN CAUSE: A TYPE: A OCC/NON: N LSB: N RECD: 113005 ST: 99  
 NAME: PATRICIA A BROYLES BASE CL: LST AC: 041607 SYS: L  
 MEMO:  
 PROD: LT ADMIN UNIT: TAX UNIT: DT: DIV: 0001 POOL: 21  
 DIS AGE: 0 CURR AGE: 53 SEX: F LAST GRADE: 12 CMLX: UDF: WK LCTN: CA  
 OCC CODE: 249 OCC RLTN: 1 AO DEC: N RET: BW: DOB: 11151953 TOLL: N  
 DX1: 845 DX RLTN1: 38 DX2: DX RLTN2: CNTST: ATF:  
 CLAIM DATES- INP: 120505 ASGND: 121905 DCSN: 033006 POL: 022106  
 RLTD CLAIM: LDW: 091405 IPV: 120104 DSBLTY: 091505 RTD:  
 ARW: ARD: RTW: RRTW: MRD:  
 BEN FRM: TO COLA REV: OWNOC: CLS: 03302006  
 OVRDSD: EXPL: DEGREE: T NWD: SDR: STOP:  
 RTWS: RECURRENT DISABILITY DATES- PRR CLS-1: ROPN-1:  
 PRR CLS-2: ROPN-2: PRR CLS-3: ROPN-3:  
 PRR CLS-4: ROPN-4: PRR CLS-5: ROPN-5:  
 RA: .00 GRA: .00 SRA: .00 GSRA: .00 PA: .00

WINDOW ID: R WINDOW: 00175832  
 PF6: SCROLL FWD, PF5: SCROLL BCKWD, PF7: RETURN TO REF SCR

-----Printed on 10/29/2007 2:29:16 PM Page 1-----

CI: SI GROUP: 10037483 CLAIM INQUIRY - DETAIL SCREEN 2, REF=001  
 CONTRACT NAME: AUL CORPORATION SVCS: LIST BILL:  
 CL: 00375832 000 ME: 557925378 STAT: D REAS: M CLTY: LT CN: 623691 CS: 01

FREQ: DAY: ADV: ER CONT#: K 100.00 CU: QUALMO: QDT:  
 SAL: M 3,306.80 ALL SOURCES LIMIT: MIN BEN: EU ID:

--BENEFIT CALCULATION DATA--  
 TYPE FROM TO AMOUNT S CD OPTS TYPE FROM TO AMOUNT S CD OPTS  
 B 12142005 11142018 198408 F 12142005 03312006 FI  
 ME 12142005 03312006 ME

O/P WITHHOLDING - AMOUNT: OPTS: FROM:  
 BILLING STATEMENTS- AMOUNT: OPTS: APE: Y CLI: D  
 REINSURANCE- AMOUNT: CODE:  
 RESERVE DATA- AMOUNT: CODE: REASON: AS OF DATE: 093007 20  
 WINDOW ID: WINDOW:  
 PF6: SCROLL FWD, PF5: SCROLL BCKWD, PF7: RETURN TO REF SCR

CI: SI GROUP: 10037483 CLAIM INQUIRY - DETAIL SCREEN 3, REF=001  
 CO: CONTRACT NAME: AUL CORPORATION SVCS: LIST BILL:  
 CL: 00375832 000 ME: 557925378 STAT: D REAS: M CLTY: LT CN: 623691 CS: 01

PAYMENT FROM: TO: BASE: M PERIOD: PAID:  
 PAY: PAYEE: 557925378 NAME: PATRICIA A BROYLES DEST:  
 GROSS: SL/HSP TL: PAYMENT:  
 OFF : COLA: WITHHELD:  
 OFF : ADDL ADJ: TRANSFRD:  
 OFF : ADJSTD NET: TAXABLE:  
 OFF : FICA: \*OVERPAYMENT\*  
 OFF : MEDT: CUR BAL:  
 OFF : DED : REASON:  
 O-TOTAL: DED : TX CLM:  
 NET BNFT: DED : \*O/P ADJUSTMENT\*  
 BWP PYMT: DED : AMOUNT:  
 BEN ADJ: DED : SIGN:  
 D-TOTAL: TYPE:  
 COLA FACTOR 1: COLA FACTOR 2: FIL STS: ALLWNC:

PYMT- MODE: C STATUS: NUMBER: 00000000 DATE: AMOUNT:

WINDOW ID: WINDOW:  
 PF6: SCROLL FWD, PF5: SCROLL BCKWD, PF7: RETURN TO REF SCR

-----Printed on 10/29/2007 2:29:17 PM Page 2-----

STND1149-00056

CI: SI GROUP: 10037483 CLAIM INQUIRY - DETAIL SCREEN 4, REF=001  
 CONTRACT NAME: AUL CORPORATION SVCS: LIST BILL:  
 CL: 00375832 000 ME: 557925378 STAT: D REAS: M CLTY: LT CN: 623691 CS: 01  
 FICA- YR: 7 MAX: 6,045.00 PCT: 6.20 YR: 8 MAX: 6,045.00 PCT: 6.20  
 MEDT- YR: 7 MAX: 99,999.99 PCT: 1.45 YR: 8 MAX: 99,999.99 PCT: 1.45  
 UCT- YR: MAX: PCT: YR: MAX: PCT:  
 FIT PCT:

MTD YTD DTD  
 10/07 07

ADJUSTED NET BENEFIT  
 SICK LEAVE BENEFITS  
 HOSPITAL BENEFITS  
 O/P WITHHOLDING  
 REPAYMENTS  
 O/P ADJUSTMENT  
 FICA  
 MEDT  
 DEDUCTION  
 DEDUCTION  
 DEDUCTION  
 DEDUCTION  
 DEDUCTION

WINDOW ID: WINDOW:  
 PF6: SCROLL FWD, PF5: SCROLL BCKWD, PF7: RETURN TO REF SCRIN

CI: SI GROUP: 10037483 OFFSET INQUIRY  
 CLAIM: 00375832

S	OFFSET	STATUS	EFF DATE	LMT DATE	AMOUNT	EARNINGS	MODE
	SD	E	030106 20	111553 20	0112200	0000000	M

WINDOW ID: WINDOW:  
 END OF DATA FOR OFFSET ENTERED

-----Printed on 10/29/2007 2:29:17 PM Page 3-----

STND1149-00055

CI: SI

## DIARY INQUIRY

S	GROUP	ME ID	USER	SCHEDULED	EVENT ID	STATUS	CLAIM	COMPLETED
	10037483	557925378	BBBKVELT	120505 20	FS IR FD	C	00375832	120505 20
MEMBER: PATRICIA A BROYLES								
DESC: SIC INITIAL RECEIPT LETTER - NEED APS/ERS								
NOTE:								
	10037483	557925378	BBBSTEED	121905 20	CD IN WP	C	00375832	121905 20
MEMBER: PATRICIA A BROYLES								
DESC: PENDING WAIVER LETTER MORE INFO NEEDED								
NOTE: SYSTEM-GENERATED LETTER # 01								
	10037483	557925378	BBBSTEED	121905 20	FS PL CC	C	00375832	121905 20
MEMBER: PATRICIA A BROYLES								
DESC: COMPLETED CLAIM LETTER - SIC								
NOTE:								
	10037483	557925378	BBBSTEED	122705 20	CD PG IN	C	00375832	122705 20
MEMBER: PATRICIA A BROYLES								
DESC: PENDING CLAIM LETTER MORE INFO NEEDED								
NOTE: SYSTEM-GENERATED LETTER # 01								
WINDOW ID: WINDOW:								
PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD								

CI: SI

## DIARY INQUIRY

S	GROUP	ME ID	USER	SCHEDULED	EVENT ID	STATUS	CLAIM	COMPLETED
	10037483	557925378	BBBKVELT	122705 20	FS IN FU	R	00375832	
MEMBER: PATRICIA A BROYLES								
DESC: REVIEW FOR NOT COMPLETE CLAIM LETTER								
NOTE:								
	10037483	557925378	BBBSTEED	011806 20	CD PG PN	C	00375832	011806 20
MEMBER: PATRICIA A BROYLES								
DESC: PENDING CLAIM LETTER MORE INFO NEEDED								
NOTE: SYSTEM-GENERATED LETTER # 02								
	10037483	557925378	BBBSTEED	011806 20	CD PN WP	C	00375832	011806 20
MEMBER: PATRICIA A BROYLES								
DESC: PENDING WAIVER CLAIM STATUS LETTER MORE INFO NEEDED								
NOTE: SYSTEM-GENERATED LETTER # 02								
	10037483	557925378	BBBSTEED	020106 20	CD PN 45	R	00375832	
MEMBER: PATRICIA A BROYLES								
DESC: PENDING CLAIM STATUS LETTER (NOT PROCLAIM GENERATED)								
NOTE: SYSTEM-GENERATED EVENT								
WINDOW ID: WINDOW:								
PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD								

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STND1149-00054

CI: SI

## DIARY INQUIRY

S GROUP ME ID USER SCHEDULED EVENT ID STATUS CLAIM COMPLETED  
 10037483 557925378 BBBSTEED 020806 20 CD PG PN C 00375832 020806 20  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 03

10037483 557925378 BBBSTEED 021706 20 CD PN WP C 00375832 021706 20  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING WAIVER CLAIM STATUS LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 03

10037483 557925378 BBBSTEED 030206 20 CD PG PN C 00375832 030206 20  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 04

10037483 557925378 BBBSTEED 031906 20 CD NC RV R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: NEW CLAIM REVIEW  
 NOTE:  
 WINDOW ID: WINDOW:  
 PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD

CI: SI

## DIARY INQUIRY

S GROUP ME ID USER SCHEDULED EVENT ID STATUS CLAIM COMPLETED  
 10037483 557925378 BBBSTEED 031906 20 CD PN WP C 00375832 032006 20  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING WAIVER CLAIM STATUS LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 04

10037483 557925378 BBBSTEED 032306 20 CD PG PN C 00375832 032306 20  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 05

10037483 557925378 BBBSTEED 041306 20 CD PG PN R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 06

10037483 557925378 BBBSTEED 041806 20 CD PN WP R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING WAIVER CLAIM STATUS LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 05  
 WINDOW ID: WINDOW:  
 PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD

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STND1149-00053

CI: SI

## DIARY INQUIRY

S GROUP ME ID USER SCHEDULED EVENT ID STATUS CLAIM COMPLETED  
 10037483 557925378 BBBSTEED 050406 20 CD PG PN R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 07

10037483 557925378 BBBSTEED 051806 20 CD PN WP R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING WAIVER CLAIM STATUS LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 06

10037483 557925378 BBBSTEED 052506 20 CD PG PN R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 08

10037483 557925378 BBBSTEED 061606 20 CD PG PN R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 09  
 WINDOW ID: WINDOW:  
 PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD

-----

CI: SI

## DIARY INQUIRY

S GROUP ME ID USER SCHEDULED EVENT ID STATUS CLAIM COMPLETED  
 10037483 557925378 BBBSTEED 061706 20 CL PN RV R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: CLI REVIEW LETTER (NOT PROCLAIM GENERATED)  
 NOTE: SYSTEM-GENERATED EVENT

10037483 557925378 BBBSTEED 071006 20 CD PG PN R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 10

10037483 557925378 BBBSTEED 073106 20 CD PG PN R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM LETTER MORE INFO NEEDED  
 NOTE: SYSTEM-GENERATED LETTER # 11

10037483 557925378 BBBSTEED 082106 20 CD PN SL R 00375832  
 MEMBER: PATRICIA A BROYLES  
 DESC: PENDING CLAIM STATUS LETTER (NOT PROCLAIM GENERATED)  
 NOTE: SYSTEM-GENERATED EVENT  
 WINDOW ID: WINDOW:  
 PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD

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STND1149-00052

CI: SI

DIARY INQUIRY

S	GROUP	ME ID	USER	SCHEDULED	EVENT ID	STATUS	CLAIM	COMPLETED
	10037483	557925378	BBBGCHAN	091006 20	OT OT OT	R		

MEMBER: PATRICIA A BROYLES

DESC: NONSPECIFIC REVIEW

NOTE: CONTESTED CLAIM STATUS LETTER

	10037483	557925378	BBBKPETT	042607 20	DC ST RC	M		
--	----------	-----------	----------	-----------	----------	---	--	--

MEMBER: PATRICIA A BROYLES

DESC: DISABILITY CLAIM SENT TO RECORDS

NOTE: LTD CLAIM 00375832 SENT TO RECORDS.

	10037483	557925378	ORUKNGUY	102907 20	OP CU RV	M	00375832	
--	----------	-----------	----------	-----------	----------	---	----------	--

MEMBER: PATRICIA A BROYLES

DESC: OVERPAID CLAIM - REVIEWED BY COLLECTION UNIT

NOTE: EMAIL FROM CLAUDIA KRAGRUD, NEW LAWSUIT FILED, I RESPONDED VIA EMAIL

MEMBER:

DESC:

NOTE:

WINDOW ID: WINDOW:

PF6 TO SCROLL FORWARD, PF5 TO SCROLL BACKWARD

CI: SI GROUP: 10037483 DIARY RECORD MAINTENANCE

FUNCTION: B ME ID: 557925378 SCHEDULED DATE: 102907 20 EVENT: OP CU RV

STATUS: M USER: ORUKNGUY COMPLETED DATE: CLAIM: 00375832

SCHEDULED DATE = DATE:

PLUS/MINUS:

NUMBER:

MODE:

MEMBER: PATRICIA A BROYLES

DESC: OVERPAID CLAIM - REVIEWED BY COLLECTION UNIT

NOTE TEXT:

1. EMAIL FROM CLAUDIA KRAGRUD, NEW LAWSUIT FILED, I RESPONDED VIA EMAIL
2. 10/29/07 THAT OPRU HAD NO INVOLVEMENT WITH THIS CLAIM K.N.
- 3.
- 4.

WINDOW ID: WINDOW:

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STND1149-00051





March 23, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your claim for disability income benefits with Standard Insurance Company (The Standard). In order to complete my investigation, I must analyze all pertinent medical, vocational, and financial information.

Additional information that is needed to process your claim has been requested. When all information has been received and reviewed, I will make a decision on your claim as quickly as possible. You may help by providing any information that I may request from you.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

A handwritten signature in black ink that reads "Shannon Teed". The signature is fluid and cursive.

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



March 20, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your waiver of premium claim with Standard Insurance Company (The Standard). If approved, this means your life insurance coverage will continue without payment of premium. You may help by providing any information that I may request from you. When a decision has been made you will be promptly notified.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

A handwritten signature in black ink that reads "Shannon Teed". The signature is written in a cursive, flowing style.

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



March 2, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your claim for disability income benefits with Standard Insurance Company (The Standard). In order to complete my investigation, I must analyze all pertinent medical, vocational, and financial information.

Additional information that is needed to process your claim has been requested. When all information has been received and reviewed, I will make a decision on your claim as quickly as possible. You may help by providing any information that I may request from you.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

A handwritten signature in black ink that reads "Shannon Teed". The signature is fluid and cursive.

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



TheStandard<sup>SM</sup>  
Positively different.

February 17, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your waiver of premium claim with Standard Insurance Company (The Standard). If approved, this means your life insurance coverage will continue without payment of premium. You may help by providing any information that I may request from you. When a decision has been made you will be promptly notified.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



TheStandard<sup>SM</sup>  
Positively different.

February 8, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your claim for disability income benefits with Standard Insurance Company (The Standard). In order to complete my investigation, I must analyze all pertinent medical, vocational, and financial information.

Additional information that is needed to process your claim has been requested. When all information has been received and reviewed, I will make a decision on your claim as quickly as possible. You may help by providing any information that I may request from you.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



TheStandard<sup>™</sup>  
Positively different.

January 18, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your waiver of premium claim with Standard Insurance Company (The Standard). If approved, this means your life insurance coverage will continue without payment of premium. You may help by providing any information that I may request from you. When a decision has been made you will be promptly notified.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



TheStandard™  
Positively different.

January 18, 2006

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

I am continuing my investigation of your claim for disability income benefits with Standard Insurance Company (The Standard). In order to complete my investigation, I must analyze all pertinent medical, vocational, and financial information.

Additional information that is needed to process your claim has been requested. When all information has been received and reviewed, I will make a decision on your claim as quickly as possible. You may help by providing any information that I may request from you.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598





December 27, 2005

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

Thank you for your application for disability income benefits with Standard Insurance Company (The Standard). I have received the information necessary to begin my initial review of your claim. However, it may be necessary for me to request additional medical, vocational, and financial information before making a decision on your claim.

If it becomes necessary to obtain additional information to process your claim, I will let you know. You may help by providing any information I request from you.

I understand the importance of making a timely determination on your claim. Until a decision can be made, I will keep you informed of your claim status.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

A handwritten signature in black ink that reads "Shannon Teed". The signature is fluid and cursive.

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



December 19, 2005

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

Thank you for your application for disability benefits with Standard Insurance Company (The Standard). I have received all of the necessary information and can now begin the review of your claim.

I am the analyst assigned to review your claim. I will keep you advised of the status of your claim during the review process, and will notify you as soon as a decision has been made.

Sincerely,

A handwritten signature in black ink that reads "Shannon Teed". The signature is fluid and cursive.

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



TheStandard™  
Positively different.

December 19, 2005

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Group Policy No: 623691  
Claim No: 00375832

Dear PATRICIA A BROYLES:

Thank you for your application for Long Term Disability benefits with Standard Insurance Company (The Standard). I have received the necessary information to begin the initial review of your claim.

A Waiver of Premium claim has also been set up and we will concurrently review your eligibility for this benefit. If approved, the Waiver of Premium benefit continues your group life insurance coverage without payment of premium.

I am the analyst assigned to review your claims. It may be necessary to gather additional information before a final determination can be made. You will be kept advised of the status of your claims during the review process, and will be promptly notified when a decision has been made.

The decision on your Waiver of Premium claim is a separate decision from your Long Term Disability claim.

Please contact me at the number below if you have any questions on the status of your Long Term Disability or Waiver of Premium claims.

Sincerely,

Shannon Teed  
Disability Benefits Analyst  
800-368-1135 ext. 7598



December 5, 2005

PATRICIA A BROYLES  
3321 ANITA CT  
NAPA, CA 94558

Re: AUL CORPORATION  
Claim No: 00375832

Dear PATRICIA A BROYLES:

We are writing about your application for disability benefits with Standard Insurance Company (The Standard). We are sorry to hear that you are unable to work at this time.

We are unable to begin processing your claim without completed claim forms.

We have received the following completed claim forms:

Employee's Statement  
Authorization to Obtain Information

We have not received the following completed claim forms:

Employer's Statement  
Attending Physician's Statement

Please complete and return the requested form(s) as soon as possible. As soon as we receive all necessary information, we will give your claim our prompt attention. We will let you know how our review is proceeding.

If you have any questions about this letter or your claim, please write or call me.

Sincerely,

A handwritten signature in black ink that reads "Karen Veltkamp". The signature is written in a cursive, flowing style.

Karen Veltkamp  
Disability Benefits Processor  
800-368-1135 ext. 6490

Enclosures: Attending Physician's Statement  
Employer's Statement

### STATEMENT OF COVERAGE AMENDMENT NO. 3

Attached to and made a part of  
Statement Of Coverage Group Number 623691-C and  
Amending the coverage  
of A.U.L. CORPORATION, INC. under Group Policy Number 638213-T.

Effective May 1, 2006, and subject to the **Active Work Provision**, the Statement of Coverage is amended as follows:

1. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following:

LTD Benefit:	60% of the first \$16,667 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	\$10,000 before reduction by Deductible Income.
Minimum:	\$100
Assisted Living Benefit:	An additional 40% of the first \$16,667 of your Predisability Earnings, but not to exceed \$5,000. The Assisted Living Benefit is not reduced by Deductible Income.
Guarantee Issue Amount:	\$12,500. You must provide Evidence Of Insurability to insure Predisability Earnings above this amount.
2. The monthly Premium Rate for long term disability (LTD) insurance will be determined as follows, beginning May 1, 2006 and continuing until changed as provided in the Group Policy:**Error! Bookmark not defined.**

For Members whose Evidence Of Insurability has been approved by us:	.530% of each Insured Member's Insured Predisability Earnings up to \$16,667
For all other Members:	.530% of each Insured Member's Insured Predisability Earnings up to \$12,500

Any increase in your Maximum LTD Benefit on May 1, 2006 to an amount in excess of \$6,000 will be subject to the following Preexisting Condition exclusion:

This increase will not apply for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless you meet both of the following requirements on the date you become Disabled:

- (1) You have been continuously insured under the Group Policy for at least 12 months after May 1, 2006; and
- (2) You have been Actively At Work for at least one full day after those 12 months of continuous insurance.

With respect to this increase only, Preexisting Condition means a mental or physical condition for which you have done any of the following at any time during the 90 day period just before May 1, 2006:

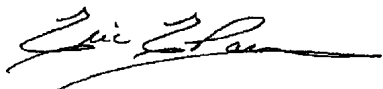
- a. Consulted a Physician.
- b. Received medical treatment or services.

c. Taken prescribed drugs or medications.

If your insurance ends before May 1, 2006 and you become insured again after May 1, 2006 and within 90 days after your insurance ends, the definition of Preexisting Condition will be based on the 90 day period just before the date you become insured again.

STANDARD INSURANCE COMPANY

By

A handwritten signature in black ink, appearing to read "Eric S. Lane", written over a horizontal line.

President

A handwritten signature in black ink, appearing to read "Michael T. Winslow", written over a horizontal line.

Secretary

**STATEMENT OF COVERAGE AMENDMENT NO. 2**

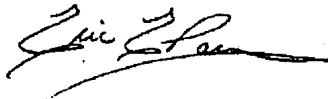
Attached to and made a part of  
Statement Of Coverage Group Number 623691-C and  
Amending the coverage  
of A.U.L. CORPORATION, INC. under Group Policy Number 638213-T.


Effective April 1, 2005, and subject to the **Active Work Provision**, the Statement of Coverage is amended as follows:

1. The Schedule Of Insurance portion of the **Coverage Features** is amended to provide that the Eligibility Waiting Period is waived on April 1, 2005 for persons formerly employed by MONTICELLO ADJUSTING, INC. covered under Group Policy 630104-C who become Members on April 1, 2005.
2. The monthly Premium Rate for long term disability (LTD) insurance will be .520% of each insured Member's insured Predisability Earnings up to \$10,000, beginning April 1, 2005 and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

By

  
President

  
Secretary



**STATEMENT OF COVERAGE AMENDMENT NO. 1**

Attached to and made a part of  
Statement Of Coverage Group Number 623691-C and  
Amending the coverage  
of A.U.L. CORPORATION  
under Group Policy Number 638213-T.

Effective May 1, 2000, the Statement Of Coverage is amended as follows:

The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following for persons who become Members on or after May 1, 2000:

Eligibility Waiting Period:

You are eligible on first day of the calendar month  
coinciding with or next following 90 consecutive days as a  
Member.

STANDARD INSURANCE COMPANY

By

  
President

  
Corporate Secretary

623691 - A U L CORPORATION - C

### GROUP LTD POLICY ENDORSEMENT

Attached to and made a part of each group long term disability (LTD) policy issued to the above Policyowner. In order to comply with U.S. Department of Labor regulation 29 CFR 2560.503-1 each Group Policy is endorsed as follows:

A. The policy provision entitled "Claims" ("Claims Provisions And Procedures For LTD Benefits" in some policies) is endorsed to add and delete items as follows.

1. The item entitled "Documentation" ("Documentation Of Claim" in some policies) is deleted and the following item is added:

#### Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

2. The item entitled "Notice Of Decision On Claim" is deleted and the following item is added:

#### Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
  - b. Reference to the parts of the Group Policy on which our decision is based.
  - c. Reference to any internal rule or guideline relied upon in making our decision.
  - d. A description of any additional information needed to support your claim.
  - e. Information concerning your right to a review of our decision.
  - f. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.
3. The item entitled "Review Procedure" is deleted and the following item is added:

#### Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- e. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

- B. For purposes of this Endorsement, the terms "we", "us" and "our" mean Standard Insurance Co. The terms "you" and "your" mean the persons insured under the Group Policy.
- C. This Endorsement is effective on January 1, 2002, and applies to claims for benefits filed on or after that date.

STANDARD INSURANCE COMPANY

By



Ronald E. Timpe  
President



Michael T. Winslow  
Corporate Secretary

**CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT**  
**SUMMARY DOCUMENT AND DISCLAIMER**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent or may then contact:

**The California Life and Health Insurance Guarantee Association**

**PO Box 17319**

**Beverly Hills CA 90209-3319**

**OR**

**Consumer Services Division**

**California Department of Insurance**

**300 S Spring ST, 14th FL**

**Los Angeles CA 90013**

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

**COVERAGE**

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

Their insurer was not authorized to do business in this state when it issued the policy or contract;

Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

Employer or association plans, to the extent they are self-funded or uninsured;

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits.

#### **LIMITS ON AMOUNT OF COVERAGE**

The Act limits the Association to pay benefits as follows:

##### **LIFE AND ANNUITY BENEFITS**

80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values,

\$100,000 in present value of annuities, or

\$250,000 in life insurance death benefits.

A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

##### **HEALTH BENEFITS**

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

##### **PREMIUM SURCHARGE**

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

**CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy. If the problem is not resolved, you may also write to the State of California, Department of Insurance, Consumer Services Division, 300 S. Spring Street, 14th FL, Los Angeles, CA 90013, or call toll-free 1-800-927-HELP (4357). This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

*People. Not Just Policies.®*

### GROUP LONG TERM DISABILITY INSURANCE STATEMENT OF COVERAGE

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<b>Policyowner:</b>	Fleet National Bank, Trustee of The Standard Insurance Company Group	<b>Employer:</b>	A.U.L. CORPORATION
<b>Policy Number:</b>	638213-T	<b>Group Number</b>	623691-C
<b>Policy Effective Date:</b>	August 1, 1999	<b>Employer Effective Date:</b>	January 1, 2000

---

The Group Policy has been issued to the Policyowner. An employer must apply for group long term disability insurance coverage under the Group Policy and join the Standard Insurance Company Group Insurance Trust by submitting a completed application and agreeing to pay premiums. No Employer's coverage under the Group Policy is in effect until approved in writing by us.

The Group Policy contains numerous optional and variable provisions. The options and variables we have approved for the Employer's coverage under the Group Policy are contained in this Statement Of Coverage. Only those provisions of the Group Policy which appear in this Statement Of Coverage will apply to the Employer's coverage under the Group Policy. All provisions on this and the following pages are part of the Statement Of Coverage.

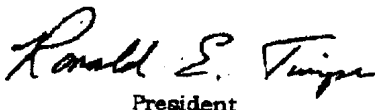
The consideration for the Employer's coverage under the Group Policy is the application of the Employer and the payment by the Employer of premiums as provided herein.

Subject to the **Policyowner And Employer Provisions** and the **Incontestability Provisions**, the Employer's coverage under the Group Policy (a) is effective for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment on each renewal date, provided the number of persons insured on each renewal date is neither less than the Minimum Participation shown in the **Coverage Features**. The length of successive renewal periods will be determined by us, but will not be less than 12 months. For purposes of effective dates and ending dates under the Group Policy, all days begin and end at 12:00 midnight Standard Time (a) at the Employer's address with respect to the Employer and (b) at the Policyowner's address with respect to the Policyowner.

The terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By

  
President

  
Corporate Secretary

GP399-LTD/TRUST

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STND1149-00030



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**COVERAGE FEATURES**

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

**GENERAL POLICY INFORMATION**

Group Policy Number: 638213-T

Policyowner: Fleet National Bank, Trustee of the Standard Insurance Insurance Company Group Insurance Trust  
One Constitution Plaza, 14th Floor  
Hartford, CT 06115

Employer(s): A.U.L. CORPORATION

Group Number: 623691-C

Group Policy Effective Date: August 1, 1999

Employer Effective Date: January 1, 2000

Policy Issued in: Rhode Island

**Member means:**

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

**SCHEDULE OF INSURANCE**

Eligibility Waiting Period: You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Employer Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member.

If you become a Member after the Employer Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

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Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

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LTD Benefit:	60% of the first \$10,000 of your Predisability Earnings, reduced by Deductible Income.
Maximum LTD Benefit:	\$6,000 before reduction by Deductible Income.
Minimum LTD Benefit:	\$100
Assisted Living Benefit:	An additional 40% of the first \$10,000 of your Predisability Earnings, but not to exceed \$4,000. The Assisted Living Benefit is not reduced by Deductible Income.
Benefit Waiting Period:	90 days
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
61 or younger .....	To age 65, or 3 years 6 months, if longer.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older .....	1 year

---

### PREMIUM CONTRIBUTIONS

Insurance is:	Noncontributory
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### PREMIUM AND RENEWALS

Premium Rate:	0.640% of each insured Member's insured Predisability Earnings up to \$10,000.
Premium Due Dates:	January 1, 2000 and the first day of each calendar month thereafter.
Initial Rate Guarantee Period:	
Policy:	Not applicable
Employer Participation:	January 1, 2000 to February 1, 2002

**Minimum Participation:**

**Number:**

Policy: Not applicable

Employer Participation: 10 insured Members

**Percentage:**

Policy: Not applicable

Employer Participation: 100% of eligible Members

## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy after we receive Proof Of Loss satisfactory to us.

LT.IC.OT.2

## BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer;
2. Actively At Work at least 30 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) LT.BL.OT.1

## WHEN YOUR INSURANCE BECOMES EFFECTIVE

### A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective as follows:

#### 1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

#### 2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

##### a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

##### b. Contributory Insurance

You must apply in writing for Contributory Insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

**B. Takeover Provisions**

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

**C. Evidence Of Insurability Requirement**

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory Insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.
- d. If you were required to provide Evidence Of Insurability during a prior period of eligibility under the Group Policy and either (1) you did not provide Evidence Of Insurability; or (2) we disapproved your Evidence Of Insurability.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI) LT.EF.OT.1

**ACTIVE WORK PROVISIONS**

**A. Active Work Requirement**

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

**B. Changes In Insurance**

This Active Work requirement also applies to any increase in your insurance.

LT.AW.OT.1

**CONTINUITY OF COVERAGE**

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;

3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of your Employer's coverage under the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of your Employer's coverage under the Group Policy.

(PX) LT.CC.OT.2

### **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your Employer's coverage under the Group Policy terminates.
4. The date your employment terminates.
5. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

LT.EN.OT.2

### **WAIVER OF PREMIUM**

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1



### **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

LT.RE.OT.1

### **DEFINITION OF DISABILITY**

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Occupation Definition Of Disability.

#### **A. Own Occupation Definition Of Disability**

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

#### B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWN\_ANY\_WITH 40) LT.DD.OT.1

### RETURN TO WORK PROVISIONS

#### A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be payable for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be payable for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

#### B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

**C. Work Earnings Definition**

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.1

**REASONABLE ACCOMMODATION EXPENSE BENEFIT**

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

### **REHABILITATION PLAN PROVISION**

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.OT.1

### **TEMPORARY RECOVERY**

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

#### **A. Allowable Periods**

1. During the Benefit Waiting Period: a total of 30 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

#### **B. Effect Of Temporary Recovery**

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

LT.TR.OT.1

### **WHEN LTD BENEFITS END**

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

LT.BE.OT.1

### **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

#### **A. Partners, P.C. Partners, Owner-Employees, Sole Proprietors and S-Corporation Shareholders**

If you are a Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the partnership during the prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

1. Your ordinary income (loss) from trade or business activity(ies).
2. Your guaranteed payments, if you are a Partner.
3. Your net profit from business.
4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

#### **B. All Other Members**

Predisability Earnings means your monthly rate of earnings from your Employer, including:

1. Commissions averaged over the preceding 12 months or over the period of your employment if less than 12 months.
2. Shift differential pay.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months); but not more than 173 hours.

C. All Members

Predisability Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

(K1\_REG WITH COM) L.P.D.OT.2

### DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.
4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;



- c. The Quebec Pension Plan;
- d. The Railroad Retirement Act; or
- e. Any similar plan or act.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 7. Any disability or retirement benefits you receive under your Employer's retirement plan.
- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHER OFFST\_PRIV\_WITH 3RD) LT.DI.OT.1

### **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life insurance policy.
- 8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.

- e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.
9. The following amounts under your Employer's retirement plan:
- a. A lump sum distribution of your entire interest in the plan.
  - b. Any amount which is attributable to your contributions to the plan.
  - c. Any amount you could have received upon termination of employment without being disabled or retired.

(PRIV\_NO OTHER OFFST) LT.ED.OT.1

### **RULES FOR DEDUCTIBLE INCOME**

#### **A. Monthly Equivalents**

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

#### **B. Your Duty To Pursue Deductible Income**

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

#### **C. Pending Deductible Income**

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

#### **D. Overpayment Of Claim**

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.OT.1

### **SUBROGATION**

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required to do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.



If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.9G.OT.1

## **ASSISTED LIVING BENEFIT**

### **A. Assisted Living Benefit**

If you meet the requirements in 1 through 3 below, we will pay Assisted Living Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

#### **Assisted Living Benefit Requirements**

1. You are Disabled and LTD Benefits are payable to you.
2. While you are Disabled:
  - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
  - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

### **B. Definitions For Assisted Living Benefit**

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is

performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

**C. Amount Of The Assisted Living Benefit**

The amount of the Assisted Living Benefit is shown in the **Coverage Features**.

**D. Becoming Insured For Assisted Living Benefits**

You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

**E. Payment Of Assisted Living Benefits**

We will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Your Assisted Living Benefits will be paid to you at the same time LTD Benefits are payable.

**F. Time Limits On Filing Proof Of Loss**

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

**G. When Assisted Living Benefits End**

Assisted Living Benefits end automatically on the earliest of:

1. The date you no longer meet the requirements in item A. above.
2. The date your LTD Benefits end.

**H. Assisted Living Benefit Exclusions**

No Assisted Living Benefit is payable if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

1. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
2. A Mental Disorder.

**I. When Assisted Living Benefits Coverage Ends**

Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your LTD insurance ends.
2. The date Assisted Living Benefit coverage terminates under the Group Policy.

**J. Assisted Living Benefits After Insurance Ends Or Is Changed**

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

1. Termination or amendment of the Group Policy or your Employer's coverage under the Group Policy.
2. Termination of Assisted Living Benefit coverage while the Group Policy or your Employer's coverage under the Group Policy remains in force.

LT.LB.OT.1

**SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

LT.SB.OT.1

**BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

During each period of continuous Disability, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

LT.BA.OT.2

**EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods, and Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

## **DISABILITIES EXCLUDED FROM COVERAGE**

### **A. War**

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### **B. Intentionally Self-Inflicted Injury**

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

### **C. Preexisting Condition**

#### **1. Definition**

Preexisting Condition means a mental or physical condition, whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 180-day period just before your insurance becomes effective.

#### **2. Exclusion**

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 24 months; and
- b. Have been Actively At Work for at least one full day after the end of that 24 months.

### **D. Loss Of License Or Certification**

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

### **E. Violent Or Criminal Conduct**

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

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## **DISABILITIES SUBJECT TO LIMITED PAY PERIODS**

### **A. Mental Disorders and Substance Abuse**

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

1. Mental Disorders; or
2. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

### **B. Rules For Disabilities Subject To Limited Pay Periods**

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHER LMS) LT.LP.OT.1

## **LIMITATIONS**

### **A. Care Of A Physician**

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

### **B. Return To Work Responsibility**

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

C. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

D. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

E. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

LT.LM.OT.1

## CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.



LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

**G. Notice Of Decision On Claim**

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

If we deny any part of your claim, you will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support your claim; and
4. Information concerning your right to a review of our decision.

**H. Review Procedure**

If all or part of your claim is denied, you may request a review. You must request a review in writing within 60 days after receiving notice of the denial.

You may send us written comments or other items to support your claim, and may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

**I. Assignment**

The rights and benefits under the Group Policy are not assignable.

LT.CL.OT.1

**ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyowner or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable; and

- d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

### **INCONTESTABILITY PROVISIONS**

#### **A. Incontestability Of Insurance**

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

#### **B. Incontestability Of The Group Policy Or Employer Coverage Under The Group Policy**

Any statement made by the Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.

The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.2



### **CLERICAL ERROR, AGENCY, AND MISSTATEMENT**

#### **A. Clerical Error**

Clerical error by the Policyowner, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.
4. Cause an Employer to obtain coverage under the Group Policy.

#### **B. Agency**

Your Employer acts on its own behalf as your agent, and not as our agent. Your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### **C. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.2

### **TERMINATION OR AMENDMENT OF GROUP POLICY OR EMPLOYER COVERAGE**

The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyowner according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and Members covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy.

We may change the Group Policy or any Employer's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyowner's or Employer's consent.

An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice. Insurance will terminate automatically for nonpayment of premium.

Benefits are limited to the terms of your Employer's coverage under the Group Policy, including any valid amendment. No change or amendment to your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and given to your Employer. The Policyowner, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or your Employer's coverage under the Group Policy or to waive any of its terms or provisions thereof without our signed, written approval.

LT.TA.OT.2

## DEFINITIONS

**Benefit Waiting Period** means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

**Contributory** means insurance is elective and Members pay all or part of the premium for insurance.

**CPI-W** means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

**Employer** means an employer (including approved affiliates and subsidiaries) participating in the Standard Insurance Company Group Insurance Trust for which coverage under the Group Policy is approved in writing by us.

**Group Policy** with respect to the Policyowner means the group LTD insurance policy issued by us to the Policyowner and identified by the Group Policy Number. Group Policy with respect to an Employer means only those provisions of the Group Policy, including the options and variables requested by the Employer, we have approved for that Employer with respect to its eligible employees. The Employer's coverage under the Group Policy is described in the Statement Of Coverage provided by us to the Employer.

**Indexed Predisability Earnings** means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

**Injury** means an injury to the body.

**LTD Benefit** means the monthly benefit payable to you under the terms of your Employer's coverage under the Group Policy.

**Maximum Benefit Period** means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

**Noncontributory** means (a) insurance is nonelective and the Policyowner or Employer pay the entire premium for insurance; or (b) the Policyowner or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

**Physical Disease** means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

**Physician** means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

**Pregnancy** means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

**Prior Plan** means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by your Employer's coverage under the Group Policy.

LT.DF.OT.2

## **POLICYOWNER PROVISIONS**

### **A. Employer Coverage Under The Group Policy**

The Group Policy is issued to the Policyowner. An employer must apply for coverage under the Group Policy and join the Standard Insurance Company Group Insurance Trust by submitting a completed application and agreeing to pay premiums. No insurance under the Group Policy is in effect until approved in writing by us.

### **B. Premiums**

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

### **C. Premiums**

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

### **D. Contributions From Members**

The Employer determines the amount, if any, of each Member's contribution toward the cost of insurance.

### **E. Changes In Premium Rates**

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyowner or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 31 days advance written notice to the Policyowner. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

### **F. Payment Of Premiums**

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyowner as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

### **G. Grace Period And Termination For Nonpayment**

If a premium is not paid on or before its Premium Due Date, it may be paid during the following grace period of 31 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the grace period.

If the premium is not paid during the grace period, the Group Policy will terminate automatically at the end of the grace period.

The Policyowner is liable for premium for coverage during the grace period. We may charge interest at the legal rate for any premium which is not paid during the grace period, beginning with the first day after the grace period.

#### H. Termination For Other Reasons

The Policyowner may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyowner has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 31 days.

#### I. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyowner will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### J. Certificates

We will issue certificates to the Employer showing the Employer's coverage under the Group Policy. The Employer will distribute a certificate to each insured Member. If the terms of the certificate differ from the Employer's coverage under the Group Policy, the latter will govern.

#### K. Records And Reports

The Policyowner or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Group Policy.

#### L. Agency And Release

Individuals selected by the Policyowner or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyowner, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. Each Employer hereby releases, holds harmless and indemnifies Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

#### M. Notice Of Suit

The Policyowner or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

N. Entire Contract, Changes

The Group Policy and the application of the Policyowner and Employer constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Group Policy when issued. A copy of the Employer's application is attached to the Statement Of Coverage.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyowner for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Employer for attachment to the Statement Of Coverage. No agent has authority to change the Group Policy or an Employer's coverage under the Group Policy or to waive any provisions thereof.

O. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LT.PO.OT.2

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